



Department of General Services  
Procurement Division  
707 Third Street, Second Floor  
West Sacramento, California 95605

# **MASTER SERVICES AGREEMENT TEXTBOOK CONVERSION SERVICES USER INSTRUCTIONS**

**CONTRACTOR:** VARIOUS

**CONTRACT NUMBER:** 5-08-99-20 through 5-08-99-21

**CONTRACT TERM:** January 1, 2008 through December 31, 2010

**SERVICE:** Textbook Conversion Services (Statewide)

**DISTRIBUTION CODE:** All Contracting Offices, Local Agency List, MSA  
Contractors and PD Central Records.

**Note:** Electronic version of all documents associated with this MSA can be found on the  
DGS/PD Internet web page: <http://www.pd.dgs.ca.gov/masters/default.htm>

**USER INSTRUCTIONS ISSUE DATE AND EFFECTIVE DATE:** January 1, 2008

**Any questions regarding this MSA shall be directed to the Contract Administrator:**

Department of General Services  
Procurement Division, Multiple Award Program  
Elaine Hall, Contract Administrator  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605  
Phone #: (916) 375-4378  
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E-mail: [Elaine.Hall@dgs.ca.gov](mailto:Elaine.Hall@dgs.ca.gov)

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**Skip Ellsworth, Manager, Multiple Awards Program (MAP)**

**Date**

# **MASTER SERVICES AGREEMENT TEXTBOOK CONVERSION SERVICES USER INSTRUCTIONS**

## **INTRODUCTION AND OVERVIEW**

This Master Services Agreement (MSA) provides textbook conversion services for State agencies, cities, counties, special districts, educational and other public sector entities within the State of California. The procurement process was conducted under the Public Contract Code (PCC), Section 10344 et. Seq.

This MSA offers the following advantages and benefits to users:

1. Meets State requirements as mandated by law
2. Lowers overall cost and competitive costs for the entire period of the MSA
3. Offers a list of competitively selected pre-qualified contractors
4. Assures that the contractor has verified experience and knowledge in the service category
5. Provides reliable comparative data about each contractor's capabilities within a category
6. Offers flexibility as client agencies may select services to match specific needs
7. Conducts value effective procurements attained through the competitive bid process

## **A. STATE CONTRACT ADMINISTRATOR**

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Procurement Division, Master Agreement  
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## **B. CONTRACTOR CONTACTS**

**gh, LLC**  
1305 Cumberland Avenue  
West Lafayette, Indiana 47906  
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**Group A Consultants L.L.C.**  
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Elk Grove, CA 95758  
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## **C. TERM OF MSA**

The term of this MSA executed for this service category is January 1, 2008 or upon approval by DGS through December 31, 2010. State agencies may not enter into agreements with an end date extending more than 12-months beyond the MSA contract term expiration date. The Department of General Services, Procurement Division may utilize the option for two (2), one (1) year contract extensions. If the current contract is extended, a supplement will be issued noting the new contract expiration date.

## **D. ADMINISTRATIVE FEE**

State and local agencies by placing an order against this MSA, agree to pay the State's administrative fee. The Department of General Services (DGS) will directly bill each State and local agency for the amount of the administrative fee for use of Master contracts. The administrative fee should NOT be included in the order total, or remitted before an invoice is received from DGS. See [www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm](http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm) for current fees.

## **E. SMALL BUSINESS PREFERENCE**

One contractor, Group A Consultants, L.L.C. is certified as a Small Business.

## **F. DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)**

DVBE participation or completion of the good faith effort (GFE) was required to qualify for this MSA.

## **G. ORDERING PROCEDURES**

These instructions are designed to help the ordering department with the procurement selection of a contractor.

In addition to procedures listed in this user guide, the ordering department must follow established State and/or local agency policies and procedures, the DGS/OLS State Contracting Manual and the ordering agency's internal contract procedures when considering a non-IT service contract.

Ordering agencies must include Budget, Invoice, and Payment Provisions in their contracts. While there is no need to duplicate the MSA contract language on this topic, do include those cost details specific to the contract between the ordering agency and the MSA Contractor. These provisions should also include information on where, to whom, and how often the invoices will be submitted.

Ordering agencies are not required to solicit multiple offers nor post an advertisement in the State Contracts Register when executing contracts under this MSA.

During the MSA contract term, State agencies' orders are limited to a maximum of \$500,000 per contract order. There shall be no minimum dollar value required on any contract order.

- 1. Contracts less than \$50,000 are exempt from DGS/OLS Review/Approval**
- 2. Contracts equal to or more than \$50,000 are subject to DGS/OLS Review/Approval**

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A State agency award will be made using a Standard Agreement 213. The Project Specifications and Work Orders should be attached to the Std. 213.

Local agencies utilizing this MSA must agree to all operational terms and conditions, and may use the STD 213 to initiate orders or use their own order document (PO's).

Local agencies are required to submit a copy of their ordering documentation to the MSA Contract Administrator.

## **H. FINANCIAL SECURITY**

### **1. Progress Payments/Performance Bonds**

The ordering agency at its discretion may allow progress payments if applicable in their contract utilizing this MSA. Any contract for non-information technology services (Public Contract Code §10346) may provide for progress payments to contractors for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

For projects/contracts/orders issued under this MSA, the contractor may be required to post a performance bond in the name of the ordering agency. The ordering agency shall identify this requirement in the order. If so required, the contractor shall submit a faithful performance bond, acceptable to the ordering agency, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the contractor. The bond shall be furnished to the ordering agency, at no cost to the ordering agency. The bond shall be on a form from an admitted surety insurer and must guarantee contractor's compliance with the terms of the contract/order with the ordering agency. The bond shall be purchased prior to commencement of work.

### **2. Liability Insurance**

The contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

- a.** The insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b.** The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- c.** The State will not be responsible for any premiums or assessment on the policy.

The contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract (including all MSA contracts/orders executed with ordering agencies).

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In the event said insurance coverage expires at any time during the term of this contract, the contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work shall be performed prior to approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract.

### **3. Workers' Compensation**

The contractor shall furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance on all of its employees who will be engaged in the performance of this agreement.

The certificate of insurance must include the provision that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

Ordering departments should request a copy of the proof of Workers' Compensation Insurance at the time of order placement to ensure Workers' Compensation Insurance is current.

***NOTE: The State will not be responsible for any premium or assessments on the policy.***

### **I. FEDERAL DEBARMENT**

The Federal Department of Labor requires State departments that are expending Federal funds of \$25,000 or more to have a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government in the contract file. Each contractor must provide this documentation upon request.

### **J. FILE DOCUMENTATION**

To the extent possible, State agencies should make every effort to follow the following administrative and file documentation requirements for non-IT service contracts:

1. Project Specifications and Statement of Work
2. Contractor's MSA Price List
3. Financial Information/Bond, if applicable
4. Secretary of State Certification, if applicable.
5. Certificate of Liability Insurance greater than \$1,000,000 if federal funds are used
6. Federal Debarment certification signed by the contractor that they have not been suspended from doing business with the Federal Government
7. Workers' Compensation Liability Insurance

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8. Payee Data Record STD 204 <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>
9. California Small Business or Disabled Veteran Business Enterprise certification, if applicable
10. Before awarding a consulting services contract, of \$5,000 or more, an agency must request a copy of any negative evaluations from DGS/OLS. (PCC § 10371.). To avoid possible delays in approvals of contracts submitted to DGS, the awarding agency should document the review of the negative evaluations in the space provided on form STD 215.
11. Standard Agreement 213 along with an Agreement Summary 215  
See <http://www.ols.dgs.ca.gov/Contracting+Info/formsandinstruction.htm> Include the Statement of Work, Department Billing Code, Leverage Procurement Agreement number, Delegation number, and supporting documentation. Copies of all said documents must be sent to the Department of General Services, Procurement Division, Master Agreement Unit. A STD 65 is not permissible.

## **K. REPORTING REQUIREMENTS FOR ORDERING DEPARTMENTS**

1. Contract Award Report STD 16  
See <http://www.documents.dgs.ca.gov/osp/pdf/std016.pdf> Awarding agencies are required to notify the Department of Fair Employment and Housing, Office of Compliance Programs of any contract award in excess of \$5,000 within 10 days of award date.
2. Contract/Contractor Evaluation (STD4)  
See <http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf> An evaluation must be completed for all consulting services contracts \$5,000 and over within 60 days of completion of the contract and remain in file. If the contractor's performance is unsatisfactory, the ordering department must send a copy of the completed Std. 4 to the DGS, Office of Legal Services within five (5) days after the completion of the evaluation. The contractor must be notified and sent a copy of the unsatisfactory Std. 4 evaluation by the ordering department within fifteen (15) days after its completion.

## **L. CONTRACT APPROVAL**

The contract executed between the ordering agency and the MSA contractor must be completely approved and executed prior to the start date of the contract. Please allow ample processing time to avoid late contracts. Departments/agencies may not authorize work/services under an MSA until the department/agency contract with the MSA contractor is fully approved and executed (including DGS/OLS or PD approval if required).